

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

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In re: :
: Chapter 13
JANICE FISH HOLDER, :
: Case No.: 24-03972-5-DMW
Debtor. :
:
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**UNITED BANK'S OBJECTION TO CONFIRMATION OF DEBTOR'S THIRD
AMENDED CHAPTER 13 PLAN**

Now comes United Bank, a secured creditor in this case, and asserts this objection to confirmation of Janice Fish Holder's (the "Debtor") Third Amended Chapter 13 plan (the "Objection"). In support of the Objection, United Bank states as follows:

1. On November 13, 2024 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 13 to commence the above-referenced case (the "Chapter 13 Case").
2. United Bank filed a proof of claim, Claim No. 4-1, on December 4, 2025 (the "Original Claim") in the amount of \$82,396.73, representing a line of credit secured by a Deed of Trust, pursuant to which Debtor granted United Bank a security interest in real property located at 353 Gibson Dairy Road, Elizabethtown, NC 28337.
3. United Bank filed an amended proof of claim, Claim No. 4-2, on January 14, 2025 (the "Amended Claim"), which is identical to the Original Claim, but included Official Form 410A, Mortgage Proof of Claim Attachment, pursuant to Bankr. R. Civ. P. 9009 (the "Mortgage Attachment").

4. Part 3 of the Mortgage Attachment shows an arrearage as of the Petition Date in the amount of \$5,780.84 (the “Arrearage”).

5. The Debtor filed her Third Amended Chapter 13 Plan (D.E. 32; the “Amended Plan”) on April 16, 2025.

6. Part 3.2 of the Amended Plan provides that the Debtor will maintain current contractual installment payments to United Bank and pay any arrearage in full over the life of the Amended Plan.

7. The Amended Plan provides for an arrearage payment of \$4,968.00 (the “Proposed Arrearage Payment”).

8. The Proposed Arrearage Payment is not sufficient to satisfy the Arrearage.

9. Based on the foregoing, the Court should deny confirmation of the Third Amended Plan. The Third Amended Plan, as proposed, is in violation of 11 U.S.C. §§ 1322(b)(5) as it does not provide for the curing of the Arrearage.

Wherefore, United Bank prays for the Court to deny confirmation of the Plan and grant such other and further relief as the Court deems just and proper.

Dated: May 2, 2025

WOMBLE BOND DICKINSON (US) LLP

By: /s/ James S. Livermon, III
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Attorneys for United Bank

CERTIFICATE OF SERVICE

I, the undersigned, of Womble Bond Dickinson (US) LLP, hereby certify:

That I am, and at all times hereinafter mentioned was, more than eighteen (18) years of age;

That on this day, I served a copy of the foregoing United Bank's Objection to Confirmation of Debtor's Third Amended Chapter 13 Plan on:

Janice Fish Holder
PO Box 632
Elizabethtown, NC 28337
Debtor

by depositing the same in the United States mail, first class, postage prepaid.

That on this day, the foregoing United Bank's Objection to Confirmation of Debtor's Third Amended Chapter 13 Plan was served by electronic means through the Court's CM/ECF service on:

Chad W. Hammonds, Esq.
Attorney for Debtor

S. Troy Staley, Esq.
Chapter 13 Trustee

I certify under penalty of perjury that the foregoing is true and correct.

Dated: May 2, 2025

WOMBLE BOND DICKINSON (US) LLP

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